

**NO TRANSFER
TAX PAID**

QUITCLAIM DEED
WITHOUT COVENANT

48-414

I, Evangelos Shanos, of Waterville, County of Kennebec and State of Maine, for consideration paid, releases to Evangelos Gudis, of Waterville, County of Kennebec and State of Maine, all my interest in and to a certain lot or parcel of land with the buildings thereon, situated in Waterville, County of Kennebec and State of Maine, bounded and described as follows to wit:

Beginning in the easterly line of Main Street at the northwesterly corner of land now or formerly of Samuel Wein and the center line of the southerly wall of the Moor Block, so-called; thence northerly in said easterly line of Main Street about twenty-six and twenty-five hundredths (26.25) feet to the southwest corner of land now or formerly of Pulsifer, Tibbetts & Palmer, and the center line of the northerly wall of said Moor Block; thence easterly at right angles to said easterly line of Main Street and in the center line of said northerly wall of the said Moor Block and the southerly line of land of said Pulsifer, Tibbetts and Palmer about seventy-five (75) feet to the westerly line of a pass way in the rear of said Moor Block, extending from Temple Street to Appleton Street; thence southerly parallel to said easterly line of Main Street and in the westerly line of said pass way about twenty-six and twenty-five hundredths (26.25) feet to the northeasterly corner of land of said Wein and the center line of the southerly wall of said Moor Block; thence westerly in the center line of the southerly wall of said Moor Block and the northerly line of land of said Wein about seventy-five (75) feet to the point of beginning.

This conveyance is subject to those interests, rights, and privileges granted, and includes those interests, rights and privileges affecting the wall on the southerly side of said Moor Block, reserved, excepted or created to Anna M. Pulsifer in a certain deed and agreement dated July 2, 1919, entered into between Ann M. Pulsifer and Samuel Wein, recorded in the Kennebec Registry of Deeds Book 572, Page 402.

This conveyance includes a free and convenient pass way to and from Temple Street for the benefit of the lot herein above conveyed, over land in the rear of said lot as described and reserved in a deed from Ann M. Pulsifer to Harvey D. Eaton, recorded in said Registry.

Excepting and reserving, however, party wall rights conveyed and described in a Warranty Deed dated July 2, 1919 and recorded in said Registry of Deeds in Book 572, Page 402.

Being a portion of the premises acquired by Evangelos Gudis and Evangelos Shanos by Warranty Deed from Evangelos Gudis dated February 24, 1989 and recorded in the Kennebec County Registry of Deeds in Book 3509, Page 140.

Also hereby conveying all rights, easements, privileges, and appurtenances belonging to the premises herein above described.

2) m, n, f : Journey

Witness our hands and seals this 28th day of October 2008.

Witness

Evangelos Shanos
Evangelos Shanos

State of Maine
Kennebec County, ss.

October 28, 2008



Personally appeared the above named Evangelos Shanos and acknowledged the above instrument to be his free act and deed.

Before me,

David E. Bernier
Notary Public

DAVID E. BERNIER
Notary Public, Maine
My Commission Expires January 30, 2011

Received Kennebec SS.
12/26/2008 8:58AM
Pages 2 Attest:
BEVERLY BUSTIN-WATHEWAY
REGISTER OF DEEDS

**TRANSFER
TAX
PAID**

WARRANTY DEED

Know All Men By These Presents

That we, **Jonathan M. Pound and Annette R. Pound**, of Farmington, County of Franklin and State of Maine, in consideration of ONE DOLLAR (\$1.00) and other valuable consideration paid by **Glendon L. Pound**, of Farmington, County of Franklin and State of Maine, and whose mailing address is P.O. Box 229, Farmington, ME 04938, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL, AND CONVEY a one-half (1/2) interest unto the said Glendon L. Pound, his heirs and assigns forever, certain premises located in ~~Waterville~~ County of Kennebec and State of Maine, and being more particularly bounded and described as follows, to wit:

Parcel One: Beginning at a stone bound at the northwesterly corner of Silver and Spring Streets in said Waterville; thence running in a southwesterly direction by the northwesterly side of said Silver Street 113.9 feet to property now or formerly of Mrs. Carrie B. Palmer; thence turning and running in a northwesterly direction at right angles to Silver Street 104.9 feet to property now or formerly of Mrs. Rose Warren; thence turning and running in a northeasterly direction at an angle of 108 degrees 25 minutes to the last mentioned line 75 feet to the southwesterly side of Spring Street; thence turning at right angles and running in a southeasterly direction by the southwesterly side of Spring Street 135.5 feet to the point of beginning.

Said property is conveyed subject to a restrictive covenant prohibiting the use of the property as a convenience store, or convenience store selling gasoline, a gasoline station or a gasoline station selling convenience items as presently defined or as may be defined in the future by Cumberland Farms, Inc. Said restrictive covenant shall run with the property so long as the premises owned by Cumberland Farms, Inc. at 74-76 College Street, Waterville, Maine, and the premises owned by Cumberland Farms, Inc. at Route 201, Winslow, Maine, are owned by Cumberland Farms, Inc., or any other entity, the majority of which is owned or controlled by Cumberland Farms, Inc. and are operating as a convenience store or gasoline dispensing facility. It being the intent of the parties hereby that grantee shall not compete directly or indirectly with Cumberland Farms, Inc.'s businesses located at either 74-76 College Street, Waterville, Maine, or on Route 201, Winslow, Maine.

Parcel Two: Beginning at a point in the southerly line of Spring Street at the northeasterly corner of land owned by Jules Gamache; thence in a southerly line along the easterly line of land of the said Jules Gamache and continuing along the easterly line of land owned by Martha Roundy and Alfred Roundy one hundred forty-six and seven tenths (146.7) feet to a rod; thence easterly along the northerly line of land owned by Ruth Marr, following the old fence line to a rod forty and seven tenths (40.7) feet; thence northeasterly along the line of land owned by Josiah Palmer and Carrier Palmer sixty and four tenths (60.4) feet to a rod; thence northwesterly in a line at right angles with Silver Street, thirty-four and nine tenths (34.9) feet to a stone marker; thence northerly in a line at right angles with Spring Street seventy-five (75) feet to a stone marker; thence westerly in the southerly line of Spring Street twenty-five (25) feet to the point of beginning.

J. M. L.

BEING the remaining half of the premises acquired by Jonathan M. Pound and Annette R. Pound by Warranty Deed from Jonathan M. Pound and Annette R. Pound dated October 13, 2006 and recorded in the Kennebec County Registry of Deeds in Book 9129, Page 207.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said Glendon L. Pound, his heirs and assigns, to him and his use and behoof forever.

AND we do COVENANT with the said Grantee, his heirs and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances, EXCEPT AS AFORESAID; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will WARRANT and DEFEND the same to the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said Jonathan M. Pound and Annette R. Pound have hereunto set our hands and seals this 30th day of December, 2008.

Signed, Sealed and Delivered
in the presence of

William P. Dubord
Witness

Jonathan M. Pound
Jonathan M. Pound

William P. Dubord
Witness

Annette R. Pound
Annette R. Pound

STATE OF MAINE
County of Kennebec, ss.

Personally appeared before me on this 30TH day of December, 2008, the above-named, Jonathan M. Pound and Annette R. Pound, and acknowledged the foregoing instrument to be their free act and deed.

Before me,

William P. Dubord
Notary Public
My commission expires

WILLIAM P. DUBORD
Attorney at Law
Notary Public
My Commission expires 6/29/2015

Received Kennebec SS.
12/31/2008 01:00AM
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RECEIVED BY JUSTIN-MITCHELL
REGISTER OF DEEDS